

EMPLOYMENT CONTRACT

This Employment Contract is entered into by and between Rutgers, The State University of New Jersey ("Rutgers" or "the University") and Michael T. Rice ("Mr. Rice") and is effective as of May 6, 2010.

WHEREAS, Mr. Rice is employed as Head Men's Basketball Coach at Rutgers and has been so employed pursuant to a Memorandum of Agreement ("MOA") dated May 6, 2010; and

WHEREAS, the MOA contemplated that the MOA would be expanded and incorporated into an Employment Contract; and

WHEREAS, Rutgers and Mr. Rice now desire to expand the MOA into this Employment Contract;

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, it is agreed as follows:

I. TERM

The term of Mr. Rice's employment shall be effective from May 6, 2010 through April 7, 2015, subject to the provisions in this Employment Contract ("Contract").

II. DUTIES

A. Mr. Rice is hereby employed as the Head Coach of Men's Basketball (herein "Head Coach") at Rutgers' New Brunswick campus. Mr. Rice may not be reassigned by Rutgers during the term of this Contract to another position with different duties except with the prior written permission of Mr. Rice.

B. Mr. Rice will devote the entire calendar year to the duties of Head Coach except for his allowed vacation. He faithfully and diligently shall be responsible for, and shall devote his full-time attention, skill and diligent efforts to, coaching, administering and recruiting the basketball team in a manner consistent with Rutgers' policies and practices governing intercollegiate athletics so as to allow the team to compete effectively in the Big East Conference (or any other conference of which Rutgers is, or shall become, a member) and National Collegiate Athletic Association (NCAA) play.

C. Mr. Rice shall participate in a reasonable number of non-commercial fund-raising events in support of Rutgers as is reasonably required of him by the Director of Intercollegiate Athletics ("Director"), and subject to his other duties and obligations as Head Coach of Men's Basketball. By way of example only, such activities may include, but not be limited to, Athletics Development programs, alumni/ae meetings and booster club programs, and other Athletic or University fundraising events. Similarly, Mr. Rice shall participate in a reasonable number of public relations, promotional and personal appearance activities on behalf of Rutgers and the

men's basketball program as is reasonably required of him by the Director, subject to his other duties and obligations as Head Coach of Men's Basketball.

D. Rutgers reserves the right to produce and market radio and television shows concerning Rutgers, its men's basketball or athletic program, or the State of New Jersey, and to negotiate and contract with third parties for the production and marketing of same. Mr. Rice shall cooperate in these efforts, shall make himself reasonably available and shall participate in these activities as is reasonably required of him by the Director, subject to his other duties and obligations as Head Coach of Men's Basketball.

E. Rutgers reserves the right to negotiate and contract, either on its own or through its agent, with third parties to procure sponsors and financial support for Rutgers for the men's basketball program and for the Division of Intercollegiate Athletics. Mr. Rice shall cooperate in these efforts, shall make himself reasonably available for, and shall make, commercial endorsements of sponsors and financial supporters as is reasonably required of him by the Director, subject to his other duties and obligations as Head Coach of Men's Basketball.

F. During the term of Mr. Rice's employment, Rutgers reserves the right to use as it sees fit, and at times as it may determine, all productions and commercial activities described in this Contract. Upon expiration of this Contract or upon termination of Mr. Rice's employment for any reason, Rutgers shall continue to be able to use Mr. Rice's name and likeness for historical, promotional (Rutgers-only), and retrospective non-commercial purposes to promote the men's basketball program.

III. COMPENSATION

A. Base Salary: Mr. Rice's base salary shall be paid at the following annual rates during the following periods of time. Salary shall be paid in accordance with the University's regular payroll practices.

May 6, 2010 through April 7, 2011: \$250,000
April 8, 2011 through April 7, 2012: \$275,000
April 8, 2012 through April 7, 2013: \$300,000
April 8, 2013 through April 7, 2014: \$325,000
April 8, 2014 through April 7, 2015: \$350,000

B. Additional Guaranteed Compensation: In addition to the base salary set forth in Section III. A above, Mr. Rice shall be paid Additional Guaranteed Compensation at the following annual rates during the following periods of time. Additional Guaranteed Compensation shall be paid in accordance with the University's regular payroll practices.

May 6, 2010 through April 7, 2011: \$300,000
April 8, 2011 through April 7, 2012: \$325,000
April 8, 2012 through April 7, 2013: \$350,000
April 8, 2013 through April 7, 2014: \$375,000
April 8, 2014 through April 7, 2015: \$400,000

IV. ANNUAL BONUS INCENTIVES

- A. Annual Academic Bonus Incentives: Mr. Rice shall have the opportunity to earn bonuses, which shall not be added to the base salary or to the additional guaranteed compensation that are described in Section III. A and III. B above, based on academic achievement of the men's basketball program. The applicable thresholds and corresponding bonus amounts are set forth below.

1. Grade Point Average (GPA):

\$7,500 for team average cumulative GPA of 2.7 or better for student-athletes receiving athletic financial aid.

\$12,500 for team average cumulative GPA of 3.0 or better for student-athletes receiving athletic financial aid.

The above bonuses for GPA are not cumulative.

The GPA shall be calculated by the Office of the University Registrar in accordance with its regular academic practices. The calculation shall be made at the conclusion of the summer session after grades are submitted and, if earned, bonus shall be paid prior to November 30.

2. Academic Progress Rate (APR):

\$10,000 for team multi-year APR of 950 or above, as determined by the NCAA based upon data and other information submitted by Rutgers in accordance with Rutgers' regular practices, for student-athletes receiving athletic financial aid.

The bonus, if earned, shall be paid within sixty (60) days following release by the NCAA of its APR report. If during the term of this Contract the NCAA alters or eliminates the current scale used for calculating the APR, Rutgers and Mr. Rice shall reasonably agree in good faith upon revised language for this bonus that would provide for the possibility of an APR bonus based upon the revised or successor scale and that would most closely approximate the 950 standard set forth herein.

3. Graduation

\$5,000 for each student-athlete receiving athletic financial aid who graduates within five (5) years from when the student-athlete first enrolled as a full-time student. For purposes of this bonus provision, a year from when one first enrolled as a full-time student shall mean twelve (12) months from the commencement of the academic semester or term (i.e., fall semester, winter session term, spring semester, or summer session term) in which the student-athlete first enrolled as a full-time student. The bonus, if earned, shall be paid within sixty (60) days from spring commencement.

This provision shall apply to all student athletes in the Men's Basketball program even if they commenced their collegiate studies prior to May 6, 2010.

- B. Annual Performance Bonus Incentives: Mr. Rice shall have the opportunity to earn bonuses, which shall not be added to the base salary or to the additional guaranteed compensation that are described in Section III. A and III. B above, based on the athletic performance of the men's basketball program. The applicable thresholds and corresponding bonus amounts are set forth below. Performance bonuses are cumulative, except where noted. The bonuses, if earned, shall be paid within sixty (60) days from the conclusion of the Division I college basketball season.

1. Overall Record:

\$15,000 for a final overall record consisting of at least 20 wins (including all regular season games, conference tournament games and post-season games, but excluding exhibition games)

2. Conference Record:

\$10,000 for an overall conference record consisting of at least 10 conference wins (includes conference tournament games)

3. Conference Regular Season Championship:

\$15,000 for winning or tying Conference Regular Season Championship

4. Conference Tournament Championship:

\$20,000 for winning Conference Tournament Championship

5. NCAA Tournament Invitation and Appearance:

\$20,000 for NCAA Tournament invitation and appearance

6. NCAA Tournament "Sweet Sixteen:"

\$20,000 for advancing to NCAA Tournament "Sweet Sixteen"

7. NCAA Tournament "Elite 8:"

\$20,000 for advancing to NCAA Tournament "Elite 8"

8. NCAA Tournament "Final Four:"

\$25,000 for advancing to NCAA Tournament "Final Four"

9. NCAA Tournament National Championship

\$50,000 for winning the NCAA Tournament National Championship

10. NIT Invitation and Appearance:

\$10,000 for NIT Invitation and Appearance

11. NIT Championship:

\$15,000 for winning the NIT Championship

12. Conference Coach of the Year:

\$5,000 for being named Conference Coach of the Year

13. National Coach of the Year:

\$10,000 for being named National Coach of the Year by the Associated Press, US Basketball Writers Association, National Association of Basketball Coaches or The Sporting News. The bonus in this category (i.e., National Coach of the Year) is not cumulative.

C. **Annual Attendance Bonus Incentives:** Mr. Rice shall have the opportunity to earn bonuses, which shall not be added to the base salary or to the additional guaranteed compensation that are described in Section III. A and III. B above, based on paid attendance for the men's home basketball games (excluding exhibition games), which excludes students sitting in sections set aside for them, as calculated by the Division of Intercollegiate Athletics in accordance with its regular business practices. Calculations made for the purpose of determining whether these bonus thresholds have been achieved shall be provided by the Division of Intercollegiate Athletics to Mr. Rice. The applicable thresholds and corresponding bonus amounts are set forth below. The bonuses, if earned, shall be paid within sixty (60) days from the conclusion of the Division I college basketball season.

1. Increase in Paid Season Ticket Sales:

\$7,500 if paid season ticket sales for each season covered by this Contract increase by at least 20%. This will be measured by comparing the final paid season ticket sales for the recently concluded season against the final paid season ticket sales for the prior season.

2. Number of Paid Season Tickets:

\$10,000 in any year where paid season ticket sales exceed 4,000

3. Average Paid Home Attendance:

\$10,000 in any year where the average paid home game attendance exceeds 5,000

- D. Retention Incentive: If Mr. Rice is serving as Head Coach for the final game of the 2012-2013 basketball season, whether the game is a regular season or post-season tournament game, he shall be paid a one-time retention payment of \$100,000, to be paid within thirty (30) days of the final game of the said season.

Bonuses provided for in this Section IV shall be paid only if Mr. Rice is serving as Head Coach on the day the applicable incentive performance threshold(s) giving rise to the bonus amount is achieved.

The right to receive all bonuses provided for in this Section IV shall be forfeited and, if the bonus already has been paid, repaid by Mr. Rice to Rutgers within sixty (60) days if Rutgers, due to Mr. Rice's wrongdoing as determined by the NCAA or by the conference of which Rutgers is a member, is required by the NCAA or by the conference of which Rutgers is a member to forfeit any titles, championships or wins such that any performance threshold that had been achieved would not have been achieved without the title, championship or win that was forfeited.

V. BENEFITS

Mr. Rice shall receive the standard benefits package applicable to full-time administrative employees in the nonaligned employee group at the University, which group is also known as the managerial/professional/supervisory/confidential (MPSC) group, based upon his base salary as set forth in Section III. A. The benefits shall be subject to all applicable legal provisions, including statutes, rules and regulations and, in the case of benefit plans provided for by the State of New Jersey, may be amended from time to time by the State. With respect to benefits furnished by Rutgers, Mr. Rice understands and agrees that he is subject to all changes applicable to other similarly situated MPSC employees.

VI. AUTOMOBILE STIPEND

Mr. Rice shall be paid an annual automobile stipend of \$12,000, payable through payroll in accordance with the University's regular payroll practices, which stipend Mr. Rice may use for the purchase or lease of a vehicle. Mr. Rice shall be responsible for all fuel, insurance, repair and maintenance expenses for any vehicle he purchases or leases. To the extent Mr. Rice uses his vehicle for University business, he shall be reimbursed by Rutgers for this business travel at the mileage reimbursement rate applicable to other MPSC employees and Mr. Rice shall be subject to the University's policies covering travel and expense reimbursement.

VII. RELOCATION EXPENSES

Mr. Rice shall be reimbursed for relocation expenses up to a maximum of 5% of his initial base salary, and subject to providing documentation in accordance with University policy. Further,

Rutgers shall provide at its expense temporary housing for a period of thirty (30) days from the commencement of Mr. Rice's employment. Mr. Rice acknowledges that Rutgers has complied with the provisions in this Section VII.

VIII. FAMILY TRAVEL WITH TEAM

Mr. Rice's wife or one member of his family will be permitted to travel on road trips with Mr. Rice, on charter travel only, at Rutgers's expense during the regular season and post-season to Rutgers games. Rutgers also shall provide the overnight accommodations for the wife or family member associated with these trips. Any additional persons that Mr. Rice wishes to bring on team charter flights to road games will be proposed by Mr. Rice and subject to the approval of the Director. All travel and expense costs for such additional persons shall be the responsibility of Mr. Rice who shall either pay in advance for the costs or shall reimburse Rutgers promptly for the costs. Mr. Rice understands and agrees that travel and other expenses furnished by the University may be taxable to him in accord with applicable IRS regulations.

IX. CAMPS AND CLINICS

For so long as Mr. Rice is serving as Head Coach he shall direct basketball camps and clinics at Rutgers beginning in the summer of 2010. Mr. Rice shall be required on an annual basis to execute the standard camp/clinic contract with the Division of Intercollegiate Athletics for use of facilities and to pay any amounts due to Rutgers University including, but not limited to, room and board costs for campers and staff. The camps and clinics shall be owned and operated by Mr. Rice's limited liability company and shall be conducted in accordance with and subject to Rutgers' rules and regulations governing athletic sports camps conducted at Rutgers.

If in the future Rutgers wishes to change the way it structures its summer sports camps and clinics in order to operate the camps and clinics as a University activity and if Rutgers intends for this change to apply to all summer sports camps and clinics held at Rutgers' New Brunswick campus, Mr. Rice's camps and clinics shall be subject to the new structure and Mr. Rice shall conduct the camps and clinics under the new structure. In consideration for conducting the camps and clinics for Rutgers under the new structure, Mr. Rice shall be compensated in an amount that is mutually agreed upon by Rutgers and Mr. Rice, which amount shall be at least equal (on an after-tax basis) to the compensation and net profit that Mr. Rice derived from his basketball camps and clinics when he owned and operated them. In determining such compensation to be paid to Mr. Rice, Rutgers, at its own expense and at reasonable times, shall be entitled to inspect the financial records for basketball camps and clinics conducted at Rutgers by Mr. Rice and his limited liability company.

X. ASSISTANT COACHES AND SUPPORT STAFF

Mr. Rice shall work closely and cooperatively with the Director in recruiting, screening, interviewing and hiring all men's basketball assistant coaches and support staff. Mr. Rice shall have the right to recommend new hires, appointments, renewals and terminations to the Director. As these persons are or will become employees of Rutgers, the Director retains authority to make the final decisions in these areas.

XI. ASSISTANT COACHES COMPENSATION

A. Annual Assistant Coaches Compensation

The University shall make available a pool of not less than \$375,000 for annual salaries for the three (3) men's basketball assistant coaches. Effective July 1, 2012, this amount shall be increased annually by not less than 3% or, if the team has a winning record in the most recently completed season, by not less than 5%, with any increase above these amounts being within the sole discretion of the Director. Mr. Rice shall determine in consultation with the Director the allocation of annual salaries of the individual coaches, which allocation shall be consistent with the provisions of the MPSC salary program and with University policy. Nothing herein requires that the entire pool be expended if Mr. Rice determines in consultation with the Director that expending the full pool is not necessary to recruit and retain the desired assistant coaching staff.

B. Assistant Coach Bonus and Incentive Plan

A bonus pool, up to a maximum of 12.5% of the total assistant coach salaries (see Section XI. A above), shall be provided annually for performance based bonuses, which shall be recommended by Mr. Rice and shall be subject to the Director's reasonable approval. The Director shall consider both individual and team performance in determining whether to award bonuses and, if so, in what amounts.

XII. ATHLETIC TICKETS

Rutgers shall provide Mr. Rice six (6) tickets to all Rutgers men's home basketball games in a prime location and ten (10) additional tickets in other locations, based on availability. In addition, Rutgers shall provide Mr. Rice four (4) tickets in the best available location for all Rutgers home football games at no cost. Mr. Rice shall not be required to pay for these tickets. However, the provision of these tickets to Mr. Rice shall be subject to applicable legal requirements, including IRS regulations.

XIII. OUTSIDE ACTIVITIES AND APPROVAL OF ACTIVITIES

The duties and responsibilities of Head Coach require a substantial commitment of time and attention and the position of Head Coach is a prominent and high profile position. In view of the foregoing and in accord with ethical standards and conflicts of interest rules as prescribed by law and by University policy, Rutgers and Mr. Rice agree as follows:

Subject to the provisions herein, Mr. Rice may pursue and engage in outside commercial endorsement activities and personal appearances that Mr. Rice secures on his own initiative that are not inconsistent with, and that do not conflict with, any of the duties or activities referenced in Section II. A through F above and that do not conflict with the policies, rules or regulations of Rutgers or its Division of Intercollegiate Athletics, the NCAA or the Big East Conference (or any conference of which Rutgers at that time is a member). Prior to agreeing to engage in any of these activities, Mr. Rice shall secure the prior approval of the Director, and the Director's

decision shall not be unreasonably delayed. The sole purpose of securing such approval is to permit the Director to make a case by case determination whether the proposed participation by Mr. Rice in the activity meets the standard set forth above in this Section XIII. Further, the Director shall consider in good faith whether the proposed participation by Mr. Rice presents a conflict of interest or a conflict of commitment and whether Mr. Rice's participation is consistent with the values and interests of Rutgers, the Division of Intercollegiate Athletics and the men's basketball program as the Director may, in his/her sole discretion, determine.

Mr. Rice may identify and represent himself as the Head Coach in connection with approved activities. Mr. Rice agrees to act in a professional manner in all such activities and Rutgers agrees that Mr. Rice shall retain all compensation paid to him that is derived from such approved activities, endeavors and endorsements. Mr. Rice shall be responsible for all tax reporting and tax payments due in connection with this outside compensation.

Mr. Rice also may retain all payments made to him from shoe or apparel manufacturers or sellers pursuant to an agreement that he has secured and which has been approved in advance by the Director, and the Director's decision shall not be unreasonably delayed. The Director's decision shall be within the Director's sole discretion, which discretion shall be exercised in good faith based upon conflicting commitments of the University, prospective commitments of the University, and whether the proposed agreement is consistent with the values and interests of Rutgers, the Division of Intercollegiate Athletics and the men's basketball program.¹

XIV. REPORTING RELATIONSHIP

Mr. Rice shall report to the Director. Mr. Rice agrees to work closely and cooperatively with the Division of Intercollegiate Athletics staff and other Rutgers employees as necessary in the discharge of his duties.

XV. COMPLIANCE PROVISIONS

A. Compliance Standards

Mr. Rice understands and agrees that the Head Coach position is a full time position and that he will faithfully and conscientiously use his diligent efforts to perform his duties and to devote such time, attention and skill to the performance of his duties so as to allow Rutgers Athletics, Rutgers University and the men's basketball program to achieve its goals.

Except as specifically provided for in this Contract, Mr. Rice shall be subject to all University regulations, policies and procedures, and legal requirements, generally applicable to other MPSC employees, including ethical standards and conflict of interest requirements. The University Policy Library is available online at http://policies.rutgers.edu/contents_index.shtml

Further, Mr. Rice shall be subject to all regulations, policies and procedures of the Division of Intercollegiate Athletics Policy Manual.

Mr. Rice shall know and comply with all applicable rules, regulations and requirements of the NCAA, the Big East Conference, or other conference/organization of which Rutgers is a member, and Rutgers Athletics. This includes without limitation all reporting and disclosure requirements, including NCAA Bylaw 11.2.2 regarding athletically related income. Further, as Head Coach Mr. Rice shall be responsible for himself and for those persons associated with the basketball program who are supervised by him (herein "third parties") for compliance with all of the same rules, regulations and requirements of which Mr. Rice must know and with which he must comply. Mr. Rice shall not be responsible for misconduct or violations of these rules, regulations and requirements (collectively herein "violations") of third parties unless Mr. Rice knew of such violations and failed promptly to report such violations to the Director or unless Mr. Rice failed to exercise diligent and careful supervision of said third parties such that Mr. Rice should have known of, and disclosed, the violations of said third parties.

Mr. Rice shall be responsible for using all reasonable means as Head Coach in an effort to assure that student-athletes comply with the foregoing rules, regulations and requirements. He shall report promptly all violations to the Director.

In addition to the above provisions, Mr. Rice shall cooperate fully with any compliance effort or investigation and the University may suspend Mr. Rice without pay pending the outcome of a compliance investigation.

If Mr. Rice is found to have violated NCAA rules or regulations, whether while employed by Rutgers or prior to employment by Rutgers, or to have failed to report or to prevent or stop a violation of which he knows, of which he knew, or of which he should have known, Mr. Rice shall be subject to disciplinary action, including termination or suspension without pay for significant or repetitive violations.

B. Discipline and Termination for Cause

1. Termination of employment for cause or other discipline may occur for any of the following: material breach of this Contract (won-loss record shall not constitute material breach), neglect of duty, willful misconduct, act(s) of moral turpitude, conduct tending to bring shame or disgrace to the University as determined in good faith by the Director of Intercollegiate Athletics, violation of University regulations, policies, procedures or directives not remedied after thirty (30) days written notice, violation of Mr. Rice's responsibilities set forth in Section XV. A (Compliance Standards), criminal conviction, or unapproved absence from duty, other than for a bona fide use of sick leave in accordance with University policy, without the consent of the Director.
2. In addition to the provisions set forth in Section XV. B. 1 above, if Mr. Rice is found in violation of NCAA regulations he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This paragraph automatically shall be modified to conform to NCAA

Operating Bylaw Article 11.2.1 and any other applicable NCAA Bylaw or rule, as same may be amended from time to time.

3. Notwithstanding anything in this Contract to the contrary, if Mr. Rice is terminated for cause, the University shall not be liable for payment of base salary, additional guaranteed compensation, bonuses, benefits or any other item that would or could have been earned after the date of termination.

C. Termination without Cause

In case of termination of Mr. Rice by the University without cause, Rutgers shall continue to pay Mr. Rice his base salary and annual additional guaranteed compensation at seventy-five percent (75%) of the levels set forth in this Contract for the remaining term of the Contract. In such event, Mr. Rice will have an obligation to exert reasonable efforts to secure other employment. Should Mr. Rice subsequently accept a position as a head coach or assistant coach in the NBA or college basketball (Division I-A), Rutgers shall be entitled to offset the amounts it owes Mr. Rice pursuant to this Section XV. C. by income earned by Mr. Rice in those positions. Accordingly, as a condition of Rutgers paying the foregoing amounts, Mr. Rice, shall upon Rutgers' written request, promptly furnish then current information to Rutgers in order to implement this offset provision.

D. Termination upon Death or Total and Permanent Disability

This Contract will also terminate upon Mr. Rice's death or upon Mr. Rice's total and permanent disability (as determined by the Director in compliance with law), with all earned but unpaid amounts being paid in the case of death to his estate. Total and permanent disability shall mean physical or mental incapacity of a nature that prevents Mr. Rice, in the sole good faith judgment of the Director, from performing the essential functions of his position with or without reasonable accommodation.

E. Subsequent Violations and Other Discipline

Failure to impose disciplinary or corrective actions in any particular instance of violation of any rule, regulation or principle of conduct, or with respect to any particular conduct or incident, shall not act as a waiver of the Director to later discipline or correct Mr. Rice for any violation, whether the same or different in degree or type.

Nothing herein prevents the NCAA or Big East Conference (or any other conference of which Rutgers is, or shall become, a member) from disciplining Mr. Rice in accordance with their policies and pursuant to additional procedures that the NCAA or such conference may furnish.

XVI. LIQUIDATED DAMAGES

If Mr. Rice terminates this Contract prior to April 7, 2014, Rutgers shall be entitled to receive from Mr. Rice the liquidated damages sum of \$250,000 within thirty (30) days of such termination.

XVII. DRIVER LICENSE

Mr. Rice is required to maintain a valid driver license and a safe and appropriate driving record for the duration of his employment.

XVIII. PRIOR EMPLOYMENT

Rutgers shall have no obligation, financial or otherwise, with respect to the conclusion of Mr. Rice's employment at Robert Morris University.

XIX. COMPLETE AGREEMENT

This Contract represents the entire agreement between the parties and supersedes any previous verbal or written agreements concerning the employment and terms and conditions of employment of Mr. Rice. No other promises, representations or agreements shall be binding unless executed in writing by the parties. However, it is understood and agreed to by the parties that Mr. Rice shall enjoy and be subject to all University regulations, policies and procedures generally applicable to other Division of Intercollegiate Athletics employees, to other MPSC employees and to other members of the senior administration, except as may be otherwise provided for in this Contract.

XX. AMENDMENTS

No amendment to this Contract shall be valid and binding upon the parties unless made in writing and signed by Mr. Rice and by an authorized representative of the University.

XXI. APPLICABLE LAW


This Contract shall be interpreted and enforced under the laws of the State of New Jersey.

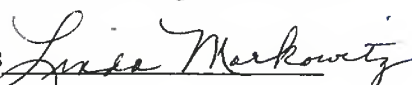
XXII. SEVERABILITY

If any provision of this Contract is determined to be void, invalid, unenforceable or illegal, it shall not affect the validity or enforceability of the remaining provisions.

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

Michael T. Rice

By: 
Timothy R. Perneti
Director of Intercollegiate Athletics

Witness 

Date: 7-10-12

 7/9/12

Witness 

Date: 7/9/12